

**Contract for Laboratory Services
for the Stormwater Water Quality Program
Contract Amendment #1**

Date of Amendment: September 16, 2013

This contract amendment "Amendment" is dated and entered into as of the 18th day of September, 2013 between Environmental Conservation Laboratories, Incorporated (ENCO), Incorporated) and the City of Durham ("City"). The City and the Contractor entered a contract for laboratory services on September 17, 2013. This contract is referred to as the "Original Contract". As part of the Original Contract, the City agreed to compensation up to \$65,000.00 dollars for laboratory services by ENCO or their subcontractors, for a period of one year. The contract is renewable for two additional years. Cost amendments to the contract are permitted not to exceed \$150,000.00, at the discretion of the City.

The Original Contract is hereby amended as follows:

New provision.

Section 13. E-Verify Compliance. The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

Scope of Work of Addendum.

The Scope of Work has not been modified with this amendment.

Compensation Amount

The total compensation has not been modified with this amendment.

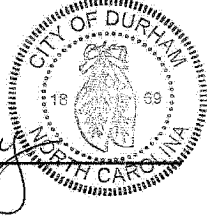
Schedule

Section 4. The contract period is extended by one additional year to September 17, 2014.

ATTEST:

Attest:

City Clerk



By:



Authorized City Manager Designee
Marvin G. Williams
Director of Public Works

Type or print name person signing for the City: _____

ACKNOWLEDGMENT BY CITY OF DURHAM

Name of other party to the contract: _____

Title of the contract: _____

I, _____, a notary public, certify:

(Type or print name of Notary Public)

(1) _____ personally appeared before me

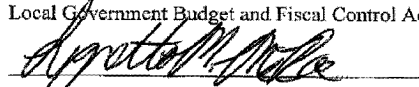
(Type or print name of City Clerk or Deputy City Clerk who attested)

in Durham County, N. C. on this day; (2) I have personal knowledge of her identity; and (3) she acknowledged that by authority duly given and as the act of the City of Durham, the foregoing document was signed in its corporate name by its _____ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk.

This the _____ day of _____, 20_____.


My commission expires: _____

Notary Public



Lynette M. McRae - Deputy Finance Officer

Environmental Conservation Laboratories, Incorporated

By:  RANDALL C. GRUBBS
Title of officer: PRESIDENT

[The following officers may sign for the corporation: chairperson; president; chief executive officer; vice-president; assistant vice-president; treasurer; or chief financial officer.]

State of Florida ACKNOWLEDGMENT BY CORPORATION

County of Orange


I, a notary public in and for the aforesaid county and state, certify that

Randall Grubbs personally appeared before me this day and stated that he or she is President

(~~strike through the inapplicable:~~) ~~chairperson/~~ president/ ~~chief executive officer/~~ ~~vice-president/~~ ~~assistant vice-president/~~ ~~treasurer/~~ ~~chief financial officer~~ of Environmental Conservations Laboratories, Incorporated, a corporation, and that by authority duly given and as the act of the corporation, he or she signed, under seal, the foregoing contract or agreement with the City of Durham. This the 19th day of September, 2013.

My commission expires:

9/3/16



Notary Public



LEBIA SULLIVAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE831822
Expires 9/3/2016